

CYNTHIA A. HARDING, M.P.H.  
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.  
Interim Health Officer

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**BOARD OF SUPERVISORS**

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September 20, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 September 20, 2016

  
LORI GLASGOW  
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE AMENDMENTS TO FOUR HIV/AIDS RESIDENTIAL CARE SERVICES  
CONTRACTS TO INCREASE THE MAXIMUM OBLIGATION EFFECTIVE OCTOBER 1, 2016  
THROUGH FEBRUARY 28, 2017 AND DELEGATED AUTHORITY TO EXTEND THE CONTRACT  
TERM EFFECTIVE MARCH 1, 2017 THROUGH FEBRUARY 28, 2019  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to four (4) HIV/AIDS Residential Care Services contracts to increase the maximum obligation effective October 1, 2016 through February 28, 2017 and extend the term effective March 1, 2017 through February 28, 2019.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute amendments to three (3) Residential Care Facility for the Chronically III (RCFCI) contracts and one (1) Transitional Residential Care Facility (TRCF) contract; substantially similar to Exhibits I and II respectively, with three (3) providers, as detailed in Attachment A, to increase total annual funding in the amount of \$203,313 effective October 1, 2016 through February 28, 2017, increasing the total annual contractual obligation from \$6,501,426 to \$6,704,739; 100 percent funded by Ryan White Program (RWP) Part B and Minority AIDS Initiative (MAI) funds.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the four (4) RCFCI and TRCF contracts that extend the term through February 28, 2019 at the revised annual funding levels; adjust the term through August 31, 2019; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 25 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the

beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the four (4) contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to amend existing contracts for the above-referenced services to revise the reimbursement rates consistent with the increased costs incurred for providing these services since the rates were established in 2004. In 2015, as part of a strategy to 1) mitigate the programmatic overlap between housing services for persons living with HIV/AIDS supported by the County of Los Angeles through the RWP and the City of Los Angeles through the Housing Opportunities for People with AIDS (HOPWA) Program and 2) allow the HOPWA program to reinvest its resources in a manner that increases the number of housing units available to persons living with HIV/AIDS, contractual obligations were absorbed by the Department of Public Health's Division of HIV and STD Programs (DHSP). At that time, the rates for these contracts absorbed by DHSP were aligned with the rates that existed in the providers' contracts with the Los Angeles Housing Authority and funded with HOPWA resources.

On July 27, your Board was notified that DPH was exercising delegated authority to amend the contracts to increase the maximum obligations by 25 percent, or \$1,300,285, for the term of March 1, 2016 through February 28, 2017. It was determined upon closer review and analysis of current residential service provider cost data that increases to rates were needed to better capture the current cost of delivering residential services. Given the adjustment in the rates, the overall amount of each contract was increased proportionally to ensure that the same or more units of residential services were delivered to persons living with HIV/AIDS. This recommendation will allow DPH to amend the contracts to increase the maximum obligations by an additional 4 percent to support the provision of mental health services to be added. A significant majority of clients served through these housing services have co-occurring disorders, for which a mental health specialist will be available to provide clinical guidance and oversight to contractor staff to meet the needs of clients.

A RCFCI provides licensed care in a non-institutional, home-like environment to adults 18 years of age and older with HIV/AIDS who require assistance that supports activities of daily living. A TRCF provides interim housing with ongoing supervision and assistance with independent living skills to homeless individuals living with HIV/AIDS. TRCF services are provided in a non-institutional, home-like environment that facilitates movement toward a more permanent living situation.

Approval of Recommendation 2 will allow DPH to execute amendments to contracts to extend and/or adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term for a period of up to six (6) months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being

requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Based on consumer and provider input and ongoing needs assessments, it is anticipated that the Los Angeles County Commission on HIV (COH) will continue to allocate additional investments to support this cluster of residential care services with a primary focus on addressing the needs of young HIV positive men who have sex with men (MSM), women, and transgender persons of color who are out of care, intermittently in care, or not thriving despite care because they are homeless or unstably housed.

Recommendation 2 will enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total program cost for the amendments to the four (4) contracts is \$203,313 for the period effective October 1, 2016 through February 28, 2017; 100 percent funded by RWP Part B and RWP MAI funds.

Funding for these amendments is included in DPH's fiscal year (FY) 2016-17 Adopted Budget and will be requested in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DPH's allocations for these service categories are aligned with the COH's allocation directives.

As required under Board Policy 5.120, your Board was notified on September 11, 2015 of DPH's request to increase or decrease funding up to 25 percent above or below the annual maximum obligation. A 10 percent increase is not sufficient, given DPH's plan to invest additional resources in this cluster of residential care services, which includes a primary focus on addressing the needs of young HIV positive MSM, women, and transgender persons of color who are out of care, intermittently in care, or not thriving in care because they are homeless or unstably housed.

County Counsel has approved Exhibits I and II as to form. Attachment A provides additional funding information for the amendments.

### **CONTRACTING PROCESS**

On February 8, 2011, your Board approved four (4) contracts for HIV/AIDS residential care services, which included RCFCI and TRCF, as a result of a Request for Proposals, for the term effective March 1, 2011 through February 28, 2014, and delegated authority to extend the term of the contracts for two (2) additional terms effective March 1, 2014 through February 29, 2016, contingent upon satisfactory performance.

On September 29, 2015, your Board authorized the execution of amendments to the four (4) residential care services contracts to increase the maximum obligations for the term effective October 1, 2015 through February 29, 2016 and delegated authority to extend the contract terms through February 28, 2017.

On February 23, 2016, DPH notified your Board that it was exercising delegated authority to extend the term of the four (4) residential care contracts for the term effective March 1, 2016 through February 28, 2017.

On July 27, 2016, DPH notified your Board that it was exercising delegated authority to amend the four (4) residential care contracts to increase the maximum obligations by 25 percent, or \$1,300,285, increasing the total annual maximum obligation from \$5,201,141 to \$6,501,426 for the term effective March 1, 2016 through February 28, 2017.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

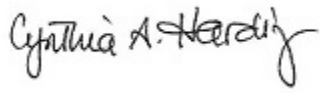
Approval of these recommended actions will allow DPH to continue to support the delivery of critical HIV/AIDS RCFCI and TRCF services to HIV positive residents in Los Angeles County.

The Honorable Board of Supervisors

9/20/2016

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Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia A. Harding".

Cynthia A. Harding, M.P.H.

Interim Director

CAH:os

BL#03705

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisor

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF HIV AND STD PROGRAMS  
HIV/AIDS CARE SERVICES

	Contractor	Contract No.	Current Annual Allocation 3/1/16 - 2/28/17	Proposed Augmentation 10-1-16 - 2/28/17	Revised Annual Allocation 3/1/16 - 2/28/17	Service Planning Area(s) Served	Supervisory District(s) Served	Agency Performance
<b>RESIDENTIAL CARE FACILITY FOR THE CHRONICALLY ILL (RCFCI)-RWP PART B AND MINORITY AIDS INITIATIVE</b>								
1	Alliance for Housing and Healing	PH-001646	\$ 2,809,378	\$ 97,515	\$ 2,906,893	4,8	1,2,4	Agency is meeting goals
2	Project New Hope	PH-001638	\$ 1,670,441	\$ 49,997	\$ 1,720,438	2,8	3,4,5	Agency is meeting goals
3	The Salvation Army	PH-001654	\$ 1,214,866	\$ 20,071	\$ 1,234,937	4	1	Agency is meeting goals
<b>TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF)-RWP MAI</b>								
4	Project New Hope	PH-001645	\$ 806,741	\$ 35,730	\$ 842,471	4,8	2	Agency is meeting goals
	<b>Grand Total</b>		<b>\$ 6,501,426</b>	<b>\$ 203,313</b>	<b>\$ 6,704,739</b>			

Contract No. PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**AMENDMENT NO. 6**

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Contract No.: PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**Amendment No. 6**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and \_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME  
(AIDS) RESIDENTIAL CARE SERVICES AGREEMENT", dated \_\_\_\_\_, and  
further identified as Agreement No. PH-\_\_\_\_\_, and any Amendments thereto (all  
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Minority AIDS Initiative Funds (hereafter  
"MAI") or Ryan White Program Funds Part B (hereafter "RWP Part B") HIV Care,  
Catalog of Federal Domestic Assistance (CFDA) Number 93.917 OR 93.914 if MAI; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase  
the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written Amendment which is formally approved and executed by the parties; and



WHEREAS, the Amendment format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2016.

2. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F shall be amended to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

F. During the period of March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_). Effective for the period of March 1, 2016 through September 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Effective for the period of October 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars

(\$\_\_\_\_\_).

Such maximum obligation is comprised entirely of RWP Part B or MAI funds. This sum represents the total maximum obligation of County as shown in Schedules 6.1, 6.2 and 6.3, attached hereto and incorporated herein by reference.”

3. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 6.1 and 6.2, and cost reimbursement amount as set forth in Schedule 6.3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Effective on the date of this Amendment, Exhibit \_\_\_\_, SCOPE(S) OF WORK FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached hereto and incorporated herein by reference.

5. Effective on the date of this Amendment, Schedule 6-REVISED shall be replaced by Schedules 6.1, 6.2 and 6.3, BUDGET(S) FOR HIV/AIDS RESIDENTIAL CARE SERVICES, which are attached to hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#03705

**EXHIBIT I**

Contract No. PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL SERVICES**

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**EXHIBIT \_\_\_\_**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

1. Exhibit \_\_\_\_, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph \_\_\_\_, shall be amended to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

\_\_\_\_. During the period of March 1, 2016 through February 29, 2017, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS residential care facilities for the chronically ill (RCFCI) services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). During the period of March 1, 2016 through September 30, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for RCFCI services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). During the period of October 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this Exhibit for RCFCI services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).”

2. Exhibit \_\_\_\_, Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 6.1 and 6.2, and as shown in the cost reimbursement budget set forth in Schedule 6.3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$208.02 per day for the period of March 1, 2016 through September 30, 2016; and the rate of \$216.34 for the period of October 1, 2016 through February 28, 2017. Such rate includes reimbursement for all required services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for RCFCI services, the number of units of service billable will be the number of days a resident occupied a bed (physically present in the facility overnight), including the first day of admission, but not the day of discharge. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that providers must use to track services is the number of unduplicated clients and the number of resident days. Verification for each day a client is in the facility overnight shall be clearly documented and made available upon request. A "Resident Day" unit of service is defined as a twenty-four (24) hour period that a resident receives housing, meals, and supportive services.

For family units, reimbursement is only provided for the individual(s) living with HIV/ AIDS.”

3. Exhibit \_\_, Paragraph 22, MONTHLY CASE CONFERENCES, shall be amended to read as follows:

“22. MONTHLY CASE CONFERENCES: A monthly case conference shall include review of the Individual Services Plan, including the resident's health and housing status, the need for and use of medical and other support services, and progress towards discharge, as appropriate. Attendees at the monthly case conference shall include but shall not be limited to:

- A. The resident and/or authorized representative;
- B. Registered Nurse Case Manager (RNCM);
- C. Direct care and/or staff representatives; and
- D. Mental Health Specialist.

Participants can include housing coordination staff and/or representatives from other community organizations, subject to the resident's approval. The resident may also invite the participation of an advocate, family member or other representative. The case conference must be documented and include areas of discussion, outcomes, participants, and any specific steps necessary to obtain services and support for the resident.”

4. Exhibit \_\_, Paragraph 26, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

“26. STAFFING REQUIREMENTS:

A. Residential Care Facilities for the Chronically Ill must have the staff qualified to manage the facility; supervise operations on a twenty-four (24)-hour basis as necessary; and maintain records as required by DHSP. Further, all staff should be trained on HIV-related and confidentiality issues.

B. Direct Care Staff: The facility will ensure that all direct services to residents are provided by staff trained in the provision of facility services and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. An RNCM shall be responsible for the provision and/or coordination of the services, specified in the Individual Services Plan.

(1) At least one (1) direct care staff person must be on duty whenever residents are present.

(2) For daytime hours, the minimum staffing ratio should be one (1) direct care staff person up, awake, and on duty for every ten (10) residents on the premises.

(3) For evening and night hours, the minimum staffing is one (1) direct care staff person up, awake, and on duty for every fifteen (15) residents on the premises.

(4) For evening and night hours, at least one (1) direct care staff person must be on call within thirty (30) minutes of the facility in case of an emergency.

(5) For residents who are unable to assist in the



performance of activities of daily living and for residents whose death is imminent, the direct care staffing ratio should be one (1) direct care staff person to every three (3) residents.

C. Administrative and Support Staff: The following staff are required:

- (1) A certified Administrator appointed by the licensee (unless exempt from licensure);
- (2) An employee designated by the Administrator, with primary responsibility for the RCFCI;
- (3) Support staff, as necessary, to perform office work, cooking, house cleaning, laundering, and maintenance of buildings, equipment, and grounds.

D. Mental Health Specialist: Contractor shall ensure that services are provided by Licensed Mental Health Professionals. Mental Health Professionals shall possess the appropriate skills, experience, education, and licensing qualifications. Mental Health Professionals shall be aware of and be able to practice under the legal and ethical obligations as set forth by California State law and their respective professional organizations. Additionally, Mental Health Professionals shall comply with existing laws regarding confidentiality, informed consent and client's rights, and shall conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers.

(1) Licensed Mental Health Professionals are defined as follows:

(a) Licensed Clinical Social Workers: Licensed Clinical Social Workers possess a Master's degree in social work and are licensed to provide psychotherapy services in California.

(b) Licensed Marriage and Family Therapists: Licensed Marriage and Family Therapists possess a Master's degree in counseling, clinical psychology, and/or psychotherapy and are licensed to provide psychotherapy services in California.

(c) Licensed Psychologists: Licensed Psychologists possess a Doctoral degree in psychology or education (Ph.D., Psy.D., and Ed.D.) and are licensed by the BBS to provide psychotherapy services.

E. Staffing Definitions: Contractor's personnel, including consultants and any subcontractor's staff, shall meet the minimum requirements established for each discipline as described in the definition section of this Agreement.

F. Orientation and Staff In-Service Training: Contractor shall institute and maintain an in-service training program for its personnel and volunteers. Such training shall include but shall not be limited to: Orientation to all applicable policies and procedures for RCFCI services. Such training shall also include, but not be limited to:

- (1) HIV/AIDS related issues and service approaches;
- (2) Approved infectious waste disposal procedures;
- (3) Universal precautions for infection control;
- (4) Recognition of early signs of illness and the need for professional assistance;
- (5) Other topics which are essential to providing quality care.

Within three (3) months after employment, all direct care staff shall have at least twenty (20) hours of on-the-job training on HIV/AIDS related conditions.

Contractor shall adhere to all required direct care, administrative and support, and mental health staff as outlined in this Agreement. A current schedule of all direct care staff (including on-call staff) shall be maintained to ensure adequate staffing is provided during the daytime and evening/night shifts. The direct care schedules should contain staff names, titles, and shift hours and be made readily available upon request. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care.”

**EXHIBIT I****SCHEDULE 6.1**

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**HIV/AIDS RESIDENTIAL CARE FACILITIES  
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

Budget Period  
March 1, 2016  
through  
September 30, 2016

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI		\$208.02	\$
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			\$
MAXIMUM MONTHLY PAYMENT			\$

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 6.2

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### HIV/AIDS RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

Budget Period  
October 1, 2016  
through  
February 28, 2017

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI		\$216.34	\$
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			\$
MAXIMUM MONTHLY PAYMENT			\$

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 6.3

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### HIV/AIDS RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

#### MENTAL HEALTH SUPPORT

Budget Period  
October 1, 2016  
through  
February 28, 2017

Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## CONTRACT GOALS AND OBJECTIVES

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### HIV/AIDS RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

March 1, 2016 – September 30, 2016

**TABLE 2.1\***

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Residents and Resident Days		Resident Beds	
	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1				
Site # 2				
Site # 3				
Site # 4				
<b>TOTAL</b>				

\* Figures are based on a 7-month period.

## CONTRACT GOALS AND OBJECTIVES

### HIV/AIDS RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

October 1, 2016 – February 28, 2017

**TABLE 2.2\***

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Residents and Resident Days		Resident Beds	
	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1				
Site # 2				
Site # 3				
Site # 4				
<b>TOTAL</b>				

\* Figures are based on a 5-month period.



Contract No. PH-001645

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**AMENDMENT NO. 6**

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Contract No.: PH-001645

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**Amendment No. 6**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	PROJECT NEW HOPE (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME  
(AIDS) RESIDENTIAL CARE SERVICES AGREEMENT", dated March 1, 2011, and  
further identified as Agreement No. PH-001645, and any Amendments thereto (all  
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Minority AIDS Initiative (hereafter "MAI"),  
Catalog of Federal Domestic Assistance (CFDA) Number 93.917; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase  
the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2016.

2. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F, shall be amended to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

F. During the period of March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Twenty Thousand, Seventy-Two Dollars (\$820,072). During the period effective March 1, 2016 through September 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Seventy-Two Thousand, Nine Hundred Eighty-Three Dollars (\$472,983). During the period effective October 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Forty-Seven Thousand, Eighty-Nine Dollars (\$347,089). Such maximum obligation is comprised entirely of RWP MAI funds. This sum represents the total maximum obligation of County as shown in Schedules 6.1, 6.2 and 6.3, attached hereto and incorporated herein by reference.”

3. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 6.1 and 6.2, and cost reimbursement amount as set forth in Schedule

6.3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Effective on the date of this Amendment, Exhibit G.2, SCOPE(S) OF WORK FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached hereto and incorporated herein by reference.

5. Effective on the date of this Amendment, Schedule 6-REVISED shall be replaced by Schedules 6.1, 6.2, and 6.3, BUDGETS FOR HIV/AIDS RESIDENTIAL CARE SERVICES, which are attached hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

PROJECT NEW HOPE  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#03705

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
TRANSITIONAL RESIDENTIAL CARE FACILITY SERVICES EXHIBIT**

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**EXHIBIT G.2**

**PROJECT NEW HOPE**

**HUMAN IMMUNODEFICIENCY VIRUS/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF)**

1. Exhibit G.1, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph F, shall be amended to read as follows:

“3. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of March 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS transitional residential care facilities (TRCF) services shall not exceed Eight Hundred Twenty Thousand, Seventy-Two Dollars (\$820,072). During the period of March 1, 2016 through September 30, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS TRCF services shall not exceed Four Hundred Seventy-Two Thousand, Nine Hundred Eighty-Three Dollars (\$472,983). During the period of October 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS TRCF services shall not exceed Three Hundred Forty-Seven Thousand, Eighty-Nine Dollars (\$347,089).”

2. Exhibit G.1, Paragraph 4, COMPENSATION, shall be amended to read as follows:

“4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 6.1 and 6.2 and as shown in the cost reimbursement budget set forth in Schedule 6.3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$110.51 per bed day for the period of March 1, 2016 through September 30, 2016; and the rate of \$114.93 for the period of October 1, 2016 through February 28, 2017. Such rate includes reimbursement for all required TRCF services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for TRCF services, the number of billable units of service will be the number of days an individual occupied a bed (physically present in the facility overnight). This shall include the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premises social/recreational activities. The units of service that providers must use to track services are the number of unduplicated residents and the number of resident days. Verification for each day a client is in the facility overnight, minimally between the hours of twelve o'clock midnight (12:00 a.m.) to four o'clock in the morning (4:00 a.m.), shall be clearly documented and made available upon request. A “Resident Day” unit of service is



defined as a twenty-four (24) hour period in which a resident receives TRCF services.”

3. Exhibit E.1, Paragraph 14, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

“14. STAFFING REQUIREMENTS: TRCF must have qualified staff to manage the facility, supervise operations on a twenty-four (24) hour basis, and maintain records as required by DHSP. Further, all staff should be trained on HIV-related and confidentiality issues. For licensed facilities operating an adult residential facility, a community care facility, or a congregate living health facility which offers residential transitional housing, staffing requirements are established in regulations describing those services. For programs that do not fall into these licensure categories but provide transitional housing services, the staffing requirements include, but are not limited to:

A. Direct Care Staff: The facility will ensure that all direct services to residents are provided by staff trained in the provision of the facility services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service:

Daytime Support, direct care staff must include:

(1) Employee(s) designated to perform admission, intake and assessment functions, including ongoing evaluation of the residents’ supervision and care needs;

(2) An employee responsible for oversight and provision of planned activities, including oversight of volunteers. For facilities

with a capacity of sixteen (16) to forty-nine (49) residents, the persons responsible for planned activities may have other responsibilities; for facilities with a capacity of fifty (50) or more residents, the designated activities employee must be full-time.

(3) Night Supervision from 4:00 p.m. to 8:00 a.m., direct care staff must include:

(a) Facilities housing fifteen (15) or fewer residents – one (1) staff person on duty, awake and on the premises;

(b) Facilities housing sixteen (16) to one hundred (100) residents – one (1) staff person on duty, awake and on the premises and one (1) staff person on-call and capable of responding within thirty (30) minutes;

(c) Facilities housing one hundred one (101) to two hundred (200) residents – at least one (1) staff person on duty, awake, and on the premises, and at least one (1) staff person on-call, on the premises and another person on-call and capable of responding within thirty (30) minutes.

(d) Facilities housing seven (7) or more residents who rely upon others to perform all activities of daily living – at least (1) person on duty, awake, and on the premises, and another person on-call, on the premises; for every additional fourteen (14) residents – one (1) additional person on duty, awake, and on the premises.

All overnight housing staff must be trained in CPR, agency emergency protocols, and conflict management.

B. Administrative and Support Staff: An administrative employee has primary responsibility for the facility. Contractor shall operate continuously throughout the term of this Agreement with at least a House Manager and the necessary staff for the delivery of required services.

C. Mental Health Specialist: Contractor shall ensure that services are provided by Licensed Mental Health Professionals. Mental Health Professionals shall possess the appropriate skills, experience, education, and licensing qualifications. Mental Health Professionals shall be aware of and be able to practice under the legal and ethical obligations as set forth by California State law and their respective professional organizations. Additionally, Mental Health Professionals shall comply with existing laws regarding confidentiality, informed consent and client's rights, and shall conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers.

(1) Licensed Mental Health Professionals are defined as follows:

(a) Licensed Clinical Social Worker: Licensed Clinical Social Workers possess a Master's degree in social work and are licensed to provide psychotherapy services in California.

(b) Licensed Marriage and Family Therapists:  
Licensed Marriage and Family Therapists possess a Master's

degree in counseling, clinical psychology, and/or psychotherapy and are licensed to provide psychotherapy services in California.

(c) Licensed Psychologists: Licensed Psychologists possess a Doctoral degree in psychology or education (Ph.D., Psy.D., and Ed.D.) and are licensed by the BBS to provide psychotherapy services.

D. Contractor shall adhere to all required direct care, administrative and support, and mental health specialist staff as outlined in this Agreement. A current schedule of all direct care staff (including on-call staff) shall be maintained to ensure adequate staffing is provided during the daytime and evening/night shifts. The direct care schedules should contain staff names, titles, and shift hours and be made readily available upon request. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care.”

**SCHEDULE 6.1**

**PROJECT NEW HOPE**

**HIV/AIDS TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

Budget Period  
March 1, 2016  
through  
September 30, 2016

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	4,280	\$ 110.51	\$ 472,983
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	4,280		\$ 472,983
MAXIMUM MONTHLY PAYMENT			\$ 67,569

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 6.2**

**PROJECT NEW HOPE**

**HIV/AIDS TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

Budget Period  
October 1, 2016  
through  
February 28, 2017

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	3,020	\$ 114.93	\$ 347,089
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	3,020		\$ 347,089
MAXIMUM MONTHLY PAYMENT			\$ 69,417

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 6.3**  
**PROJECT NEW HOPE**  
**HIV/AIDS TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**  
**MENTAL HEALTH SUPPORT**

Budget Period  
October 1, 2016  
through  
February 28, 2017

Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

**PROJECT NEW HOPE**

**TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

**March 1, 2016 through September 30, 2016**

**TABLE 2.1\***

Number of Resident Days, Contract Goals, and Objective by Service Delivery Site(s).

<b>Contract Goals and Objectives</b>		<b>Residents and Resident Days</b>		<b>Resident Beds</b>	
Site(s)		No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1	1133 S. Lake Street	10	2,140	10	10
Site # 2	4060-4062 W. 149 <sup>th</sup> Street	10	2,140	10	10
Site # 3		0	0	0	0
<b>TOTAL</b>		<b>20</b>	<b>4,280</b>	<b>20</b>	<b>20</b>

\* Figures are based on a 7-month period.



SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

PROJECT NEW HOPE

TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

October 1, 2016 through February 28, 2017

TABLE 2.2

Number of Resident Days, Contract Goals, and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Residents and Resident Days		Resident Beds	
	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1 1133 S. Lake Street	10	1,510	10	10
Site # 2 4060-4062 W. 149 <sup>th</sup> Street	10	1,510	10	10
Site # 3	0	0	0	0
<b>TOTAL</b>	<b>20</b>	<b>3,020</b>	<b>20</b>	<b>20</b>

\* Figures are based on a 5-month period